



**CITY OF BEVERLY HILLS**  
**REQUEST FOR PROPOSAL**  
for  
**PROFESSIONAL SERVICES**  
for  
**TREE TRIMMING AND WEED ABATEMENT MAINTENANCE**  
**SERVICES**

**Please respond no later than February 14, 2013 (PST) at 2:00 pm to the City Clerk's Office**  
**City of Beverly Hills**  
**455 N Rexford**  
**Beverly Hills, CA 90210**

**I. INTRODUCTION**

The City of Beverly Hills is seeking a qualified firm to be responsible for the routine annual maintenance of trimming trees and weed abatement throughout the City's alleys. This routine maintenance shall consist of removing vegetation from the public right-of-way. The purpose of this agreement is not only to ensure the alleys' appearance is to the City's high standards, but also to allow for the City's service vehicles and emergency vehicles to travel with ease throughout the alleys. There are approximately 260 alleys throughout the City.

The qualified firm will need to be able to devote the necessary resources to completing this project with the highest level of service.

**II. MAINTENANCE PROCEDURES**

A. Four times per year (specified as in the months of January, April, July and October) the firm shall complete the following tasks:

1. Remove all vegetation growing on City property or the public right-of-way in the alleys. This task includes weed abatement and clearing of plant life.
2. Clean, remove and dispose of the debris from the public right-of-way. All clipping need to be diverted from landfills and copies of weight receipts need to be provided to the City.
3. Cut all trees, bushes and hedges protruding into public right-of-ways back to property line.
4. Trim all trees so that a vertical clearance of 15 foot minimum height exists from the alley and a horizontal clearance to the private property line.
5. Mail the attached letter to the properties ten days prior to scheduled tree trimming in order to give proper warning to residents who may want to handle the tree trimming.

B. In addition, the firm shall make available its resources as needed to trim or remove trees, bushes, or any growing vegetation that impact the safe operating practice of

any public works crews working in the City's alleys at the direction of the Solid Waste Manager or his designee. (To be listed).

### **III. SELECTION PROCESS**

The criteria to be used in the selection process shall include:

- A. Specialized and recent experience in the type of work required by this project
- B. Record of the Firm in accomplishing similar services in the required time
- C. Quality of work previously performed
- D. Professional qualifications
- E. References

### **IV. SUBMISSION REQUIREMENTS**

The vendor selected for this project will be required to comply with the City's insurance requirements and complete the attached Certificate of Insurance form upon award of contract.

Vendors desiring to be considered for this project shall submit the following:

- A. A detailed description of the qualifications of the Vendor(s), including all sub-vendors.
- B. A description of previous experience related to this type of service with references.
- C. An outline of the specific services to be performed and the means by which the services will be performed.
- D. A time schedule for completion of the services outlined (exclusive of City review time frames).
- E. A fee proposal based on the following:
  - 1. A unit price per alley to complete the tasks as described under Maintenance Procedures and a total not to exceed amount. The award of this potential agreement will be for three years with an option for two one-year renewals. Please submit annual costs for the following fiscal years 13/14, 14/15 and 15/16.
  - 2. The unit rates will be used for monthly billing and potentially would be used to calculate fees for additional services, as may be requested/authorized by City.
  - 3. All reimbursable costs shall be included in the unit price.

4. A list of any documentation or materials to be provided by the City that are deemed necessary for the firm to complete the service.
  5. A letter of acknowledgment from the insurance carrier stating all the City's insurance provisions will be met. Attached are the City's standard insurance requirements.
- F. Three (3) copies of the proposal must be submitted to the City Clerk's Office, 455 North Rexford Drive, Beverly Hills, CA 90210. Proposals must be received no later than February 14, 2013 (PST) by 2:00pm.
- G. Questions concerning the RFP requirements should be in writing and e-mailed to:

James Burnley, Solid Waste Manager  
[jburnley@beverlyhills.org](mailto:jburnley@beverlyhills.org)

345 Foothill Road  
Beverly Hills, CA 90210  
310-285-2475 phone; 310-278-1838 fax

Attachments (2)

## ATTACHMENT 1

### Sample Letter to Property Owners or Occupants

RE: Alley Trimming

Dear Resident/Property Owner:

The City of Beverly Hills will be conducting its annual clearing of vegetation growing into the alleys. This work is done to assure that City service and/or emergency vehicles have adequate access to the alleys of the City. We are requesting that you maintain any hedge/plant material that grows from your property line into the alley to a height of fifteen (15) feet, within the next ten (10) working days from the date this postcard is received. **The City's requirements concerning private property foliage are that the plant material is maintained to the edge of the property line and up to a height of fifteen (15) feet.** (BMC 5-7-4 Q, D and E)

If clearance of private property foliage from the alley is not completed within the specified time period, the City's contractor will proceed to trim any plant material remaining to the City's specifications. When this crew encounters a property where vegetation is maintained to the property line and to a height of fifteen (15) feet, it will not be necessary for any clearance pruning to be done at that property. **The City's contractor will not trim hedges/plant material/tree above fifteen (15) feet.** If you have any questions concerning the alley clearance program, please contact Solid Waste Manager, James Burnley at (310) 285-2475.

**ATTACHMENT 2**  
**CITY OF BEVERLY HILLS**  
**STANDARD INSURANCE REQUIREMENTS**

**Contractor's Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident.

(4) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+(VII) or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided

to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

**Indemnification.** Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the performance of this work.

November/1996

# CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy (ies) described below:

**NAMED INSURED (CONTRACTOR)**

**COMPANIES AFFORDING COVERAGE**

A.  
B.  
C.

**ADDRESS:**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS		AGGREGATE
					P.D.		
	AUTOMOBILE LIABILITY [ ]						
	GENERAL LIABILITY [ ]						
	PRODUCTS /COMPLETED						
	OPERATIONS [ ]						
	BLANKET CONTRACTUAL [ ]						
	CONTRACTOR'S PROTECTIVE [ ]						
	PERSONAL INJURY [ ]						
	OTHER [ ]						
	EXCESS LIABILITY [ ]						
	WORKERS' COMPENSATION [ ]						

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_